

Exhibit 1-G

IT Implementation Services



Contract Work Authorization (CWA)

This Contract Work Authorization ("CWA") No. C13030 is issued under and pursuant to the Blanket Agreement or Master Service Agreement No. C74 (4400011341) dated January 17, 2017 (the "MSA") between the below-named Contractor ("Contractor"), a Delaware limited liability partnership, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's
Legal Name: PRICEWATERHOUSECOOPERS LLP

Total Number of Pages: 17

Contractor's
Address: 300 Madison Avenue
New York, NY 10017

Project Name: New Revenue Development (NRD) Contract Management – IT Implementation of Salesforce

Job Location: various

WORK: Contractor shall, at its own risk and expense, perform the Work described in this Contract Work Authorization and furnish all labor, equipment, and materials necessary to complete the Work as summarized below and as more fully described in Attachment 1, Statement of Work.

Contractor shall provide technical support services to help PG&E implement a salesforce contract management solution.

ATTACHMENTS: Each of the following documents are attached to this CWA and are incorporated herein by this reference:
Attachment 1; Scope of Work, page 3 through 17

CWA TERM: This CWA is effective upon signature by both parties and expires on March 31, 2019 Time is of the essence.

CWA COMPLETION: Contractor shall commence performance hereof when directed to do so by PG&E and Work shall be completed by the completion date of March 29, 2019.

CONSIDERATION: As full consideration for satisfactory performance of the Work under this CWA by Contractor, PG&E's total obligation to Contractor shall not exceed the following amount. This amount is inclusive of all taxes incurred in the performance of the Work. Any change to this amount shall only be authorized in writing by a PG&E CWA Change Order, fully executed by both PG&E and Contractor.

TOTAL \$430,000.00 fixed fee

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT WORK AUTHORIZATION.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: PRICEWATERHOUSECOOPERS LLP	
Signature	 DocuSigned by: Paul Bergmann	Signature	 DocuSigned by: Daniel Bowman
Name	31004F9A7E3C405 Paul Bergmann	Name	2FD059097B644C9 Daniel Bowman
Title	Sr. Sourcing Specialist	Title	Principal
Date	12/27/2018	Date	12/27/2018



ADMINISTRATION			
PG&E Negotiator	Paul Bergmann	Contractor Represent	Ryan McGinn
Phone	415-973-9693	Phone	650-387-4197
Email	p1bi@pge.com	Email	ryan.k.mcgin@pwc.com
Accounting Reference			
PG&E Work Supervisor:	Shanzay Sheikh	Phone:	415-973-1088
INVOICE INSTRUCTIONS: As described in more detail in the Invoicing section of the Terms and Conditions, Contractor shall send invoices for each payment when due, showing the Purchase Order Number (starts with "27" or "35") and the Line Item number, if applicable.	The default submission system for invoices to PACIFIC GAS AND ELECTRIC COMPANY should be through the Taulia electronic invoicing portal, which also provides real-time invoice payment status. In rare cases that it is infeasible for a supplier to use this system, please send paper invoices to the address below. Invoice payment status for paper invoices can be accessed through the automated PG&E Paid Help Line at (800) 756-PAID (7243) or by emailing APPaidline@pge.com		
	Send ORIGINAL Invoice to:	PG&E Accounts Payable* PO Box 7760 San Francisco, CA 94120-7760	
	Send COPY of Invoice to:	Heather Cutler email: HACC@pge.com	

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> ARIBA Contracts ("Cxxxx" series): Buyer uploads an executed copy in Ariba.	<input type="checkbox"/> Contractor (Signed Original Copy)
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	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Salesforce Contract Lifecycle Management Implementation Statement of Work

1.0 BACKGROUND/ PROJECT SUMMARY

New Revenue Development (NRD) department of PG&E is engaging with vendor PwC to implement a baseline solution to enable the following long-term objectives essential for creating a scalable and efficient platform for NRD Sales and Contract Management:

PG&E currently uses spreadsheets, SharePoint, shared drive, and email communications to manage NRD contracts. To become more efficient and enable better visibility and prioritization, PG&E has engaged PwC to implement an initial Contract Lifecycle Management solution based on Salesforce. Additionally, PwC shall help in transitioning over the NRD Sales process to the Energy Insight (EI) instance of Salesforce. The project shall help PG&E achieve the following long-term objectives:

- Create a single system of record for all contracts
- Standardize contract process across product lines
- Enable Sales and Contract teams to leverage standard terms and conditions to institutionalize contract requirements
- Simplify and automate contract process and approvals
- Track renewal dates, TCV, ARR, MRR and other important metrics
- Reporting on contract specific and aggregate revenue amounts, key dates, SLAs, and other metrics for regulatory and compliance purposes
- Contract review and redlining capabilities within the solution
- Allow easy search and reuse of contract templates from past contracts
- Enable contract delivery and electronic signatures
- Integrate with Salesforce to avoid manual data entry for contracts
- Support maintenance of contract templates and clauses
- Ability to track the overall Sales pipeline
- NRD Sales team shall get a consolidated view of leads, opportunities, interactions and support cases that provide additional insight

2.0 CONTRACT TERM

Contract shall commence upon signature by both parties and extend through March 29, 2019.

3.0 WORK LOCATION

Consultant shall perform services at one or more of the following locations: PG&E offices located at 245 Market Street, MC N10D, San Francisco CA 94105, Consultant's primary place of business or any other locations approved by PG&E.

4.0 DEFINITIONS

Following abbreviations shall be used in this document:

- EI - Energy Insight
- KT - Knowledge Transfer
- OOB - Out of the Box
- PMO - Project Management Office
- QA - Quality Assurance
- UAT - User Acceptance Testing
- LCE - Local Customer Experience
- BES - Business Energy Solutions
- SMB - Small, Medium Business

- CLM - Contract Lifecycle Management
- NRD - New Revenue Development
- MS - Microsoft
- SLA - Service Level Agreement
- MRR - Monthly Recurring Revenue
- ARR - Annual Recurring Revenue
- TCV - Total Contract Value

5.0 PROJECT SCOPE

The scope of the work shall be performed by PwC, working collaboratively with PG&E as described below. The estimated completion date is March 29, 2019. PwC shall provide services in the following areas:

Project Management

- Provide project management assistance to the team (defined as PwC, PG&E IT, and PG&E business)
- Identify barriers to the project critical path by defining and maintaining a risk, issue, dependency and change request tracking mechanism for PG&E
- Create and maintain an integrated work plan, approved by PG&E, detailing the interactions of PG&E and PwC personnel

Business Process Definition

- Work with PG&E subject matter experts (SMEs) to define the future state processes for the functional areas defined below and provide design recommendations
- Validate existing processes related to NRD and Contract Management and create functional specification
- Align the business processes to standard Salesforce (Lightning) configuration and minimize the use of custom code

Salesforce Implementation and Deployment

- Analyze the existing NRD Lead and Opportunity management process and recreate process in EI instance of Salesforce with Lightning UI
- Define technical specifications to align with business requirements for Contract Lifecycle Management
- Install and configure Conga CLM package based on functional and technical design
- Leverage standard functionality and define necessary custom objects, fields, page layouts, workflow rules, process builder, Lightning apps and other declarative configuration elements in Salesforce to enable processes as defined in the requirements by PG&E
- Conduct impact analysis and advise how functionality shall align with existing EI processes
- Follow PG&E release and deployment best practices including release communication, CAB approval, go/no go approval, utilizing Flosum/change sets/ant deployment tool

Reporting

- PwC shall develop standard Out of the Box (OOB) lightning Salesforce reports and dashboards related to the requirements
- Provide advice and guidance for overall reporting Salesforce effort at PG&E

Testing

- PwC and PG&E IT shall jointly support the various test phases and resolve issues identified in testing timely manner
- Levels of testing shall be as follows:
 - Quality Assurance Test

- Functional Regression Test
- User Acceptance Test
- Support PG&E IT QA team to define test specifications, test criteria and data for QA testing and UAT

5.1 Task 1: Project Management

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Maintain integrated status reporting, schedule, issues and risk management, change request management and other relevant project management practices • Create and maintain an integrated work plan, approved by PG&E, detailing the interactions of PG&E and PwC personnel • Provide facilitation to the project team (defined as PwC, PG&E IT and PG&E business) • Present the project status in weekly project status meetings Deliverables <ul style="list-style-type: none"> • Integrated work plan • Weekly project status report 	Tasks <ul style="list-style-type: none"> • Review work plan for the deliverables owned by IT and Business • Business to review the tasks in the work plan and the skills needed to complete those tasks with PwC project manager prior to the assignment of tasks • The PG&E manager shall resolve risks/issues to meet the timelines • IT to validate Salesforce technical deliverables • Business to validate process implemented and confirm alignment with requirements captured in the functional documentation

5.2 Task 2: Process Mapping - Sales Cloud (Leads & Opportunities) for NRD

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Validate existing Lead to Opportunity Process • Update process maps for Lightning UI implementation Deliverables <ul style="list-style-type: none"> • Process mapping documentation • Functional design document • User stories 	Tasks <ul style="list-style-type: none"> • Identify and manage access and scheduling with key stakeholders from product teams • Lead the discussion with end user groups to validate process maps • Provide SME support from PG&E Business and IT to complete process mapping validation exercise • Provide additional resources and support necessary to confirm process maps are compatible with existing process Deliverables <ul style="list-style-type: none"> • Provide existing process maps or functional design documents

Task 2: Process Mapping - Contract Lifecycle Management

PwC Responsibility	PG&E Responsibility
<p>Tasks</p> <ul style="list-style-type: none"> • Meet with Contract Specialists, Legal team, NRD product line managers and business operations team to understand the current Contract Management process • Gain understanding of as-is and desired to-be processes and capabilities • Define and validate process map for Contract Lifecycle Management <ul style="list-style-type: none"> ◦ Work with stakeholders from 10 different product lines to create a standardized contract management process ◦ Understand the use of clauses ◦ Work with business teams to prioritize templates for go live <p>Deliverables</p> <ul style="list-style-type: none"> • Process Mapping Documentation • Functional Design Document • User Stories 	<p>Tasks</p> <ul style="list-style-type: none"> • Identify and manage access and scheduling with key stakeholders from product teams. • Lead the discussion with end user groups to validate process maps • Provide SME support from PG&E Business and IT to complete process mapping validation exercise • Provide additional resources and support necessary to confirm process maps are compatible with existing process <p>Deliverables</p> <ul style="list-style-type: none"> • Provide existing process maps or functional design documents

5.3 Task 3: Salesforce Implementation - (Lead & Opportunity Management) for NRD

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Validate existing implementation and create the data model and data structure to support Lead and Opportunity Management in EI environment • Create and confirm technical specification document, and perform Salesforce configuration to implement the following: <ul style="list-style-type: none"> • Lead Management <ul style="list-style-type: none"> ◦ Migrate and Implement Lead process specific in Lightning for NRD in EI instance of Salesforce ◦ Validate and implement mappings for Lead to Opportunity/Project conversion ◦ Create assignment rules and Lead queues ◦ Create customized fields, record types and page layouts ◦ Create customized fields to capture more key data points to provide metrics • Opportunity Management <ul style="list-style-type: none"> ◦ Migrate and Implement opportunity management and make Opportunities stages Lightning enabled in EI instance of Salesforce ◦ Configure page layout and related lists on Opportunity to show Account, Contact and Lead data ◦ Validate Lead data on the Opportunity post conversion ◦ Security setup for Lead and Opportunity and related objects Deliverables <ul style="list-style-type: none"> • Documentation of the Lead and Opportunity Management process • Technical specifications document • Salesforce configuration including security setup • Configuration workbook 	Tasks <ul style="list-style-type: none"> • Validate the guiding principles and stages of a Lead and Opportunity • Evaluate the attributes on current objects for Lead and Opportunity and related objects to define which attributes should be carried forward (Business) • Confirm different types of Leads and Opportunities • Confirm visibility and security for Lead and Opportunity • Finalize Lead queues and segment users based on queues • Confirm mapping for Lead conversion • Confirm the Opportunity UI and related list details Deliverables <ul style="list-style-type: none"> • Confirmed and validated set of fields for the objects identified above

Task 3: Salesforce Implementation - Conga Contract Lifecycle Management (CLM)

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> Implement data model and data structure to support Contract Management Install and configure Conga CLM App Create and confirm technical specification document, and perform Salesforce configuration to implement the following: <ul style="list-style-type: none"> 10 different product lines supported by the process with unique workflows Create templates currently in collaboration with PG&E IT. PwC will build 30 templates considered critical for go-live. PG&E IT will build remaining templates beyond the 30 templates managed by PwC. Confirm 110 master contracts are associated with 8000-9000 licensing contracts Create customized fields, record types and page layouts Create custom fields to capture key data points to provide metrics Perform baseline contract validation, Process configuration for MSA, SOW, security setup Templates setup for contract document generation Configure Approvals matrix eSignLive integration by using the eSignLive app on AppExchange Security setup for Contracts <ul style="list-style-type: none"> Abide by the rules of encryption for personally identifiable information fields Confirmation of encryption and security requirements for existing and new fields and functionality provided by Conga CLM Deliverables <ul style="list-style-type: none"> Documentation of the Contract Management process. Technical specifications Salesforce configuration including security setup Configuration workbook 	Tasks <ul style="list-style-type: none"> Validate the guiding principles and stages of a contract Provide a finite number of Contract categories and types. Provide and confirm visibility and security rules for contract data Lead testing efforts MS Word-based contract template settings Confirm the contract fields, layouts, workflow and related list details Validate and sign off on the salesforce implementation Deliverables <ul style="list-style-type: none"> Confirmed and validated set of fields for the objects identified above IT QA and Business sign off

Task 3: Security Rules

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Create and confirm a technical specification document, and perform Salesforce configuration to implement the following: <ul style="list-style-type: none"> ◦ Profiles ◦ Role Hierarchy ◦ Security for each of the objects ◦ Rules for sharing data across the organization 	Tasks <ul style="list-style-type: none"> • Define user roles and responsibilities who should have access to the system (IT & Business) • Define security rules for the data • Define security rules for the data for sharing data

Task 3: Data Migration

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Analyze the objects to be migrated • Define the data migration strategy and plan • Provide new data model and data structure for PG&E to conduct mapping • Provide a template for PG&E to populate contract header data to upload to Salesforce • Conduct data analysis on the existing data to advise PG&E on decisions related to data migration rules • Build the business and transformation rules to migrate the data from existing system to the new system • Collaborate with PG&E on field mapping exercise • Develop statistics to measure the success of data migration • Migrate Lead and Opportunity data and directly related objects such as Accounts, Contacts, Tasks and Events. Other legacy data components will be evaluated for migration needs based on audit and compliance needs • Provide translation between the old data model and the new data model Deliverables <ul style="list-style-type: none"> • Data migration plan • Contract header migration template • Translation document (Data Model and field mapping) 	Tasks <ul style="list-style-type: none"> • Analyze and validate the complete set of objects to be migrated • Finalize the list of fields that need to be migrated from the existing objects into the new object model • Provide PwC with relevant contract data (extract and transform) in the template provided by PwC • Collaborate with PwC to define the business rules for data migration for each of the objects • Design and build transformation rules for migrating the data • Define Mapping of source to destination fields • Define transformation rules for migration of data • Review and sign off the data migration strategy • Clean up data in the existing system if required before migration

5.4 Task 4: Testing

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Unit Testing of Salesforce configuration and customization (Apex Code) • Test Classes for customizations developed (Apex code) in Salesforce • Defects resolution for issues found in testing • PwC and PG&E to define mutually agreeable QA and UAT exit criteria by which testing completion shall be determined Deliverables <ul style="list-style-type: none"> • Unit test cases and results 	Tasks <ul style="list-style-type: none"> • Define exit criteria for QA and UAT (PG&E Business and IT) • Prepare Test Strategy, Specifications and criteria (PG&E IT) • Define timelines for QA and UAT test cycles (PG&E Business) • Documentation for test plan, test cases and test scripts (PG&E IT to create test cases) • Review and sign off test plans and test scripts (PG&E Business) • Review and sign off on MS word-based templates and generated NRD contracts (PG&E Business) • Prepare test data for the testing cycles (PG&E IT) • Planning and executing QA and UAT (QA will be performed by PG&E IT and UAT will require PG&E Business participation and PwC support) • Coordinate and execute QA and UAT test plans. (PG&E IT) • Execute volume and performance testing for identified scenarios (PG&E IT) • Conduct module based testing (PG&E IT) • Planning and executing data migration testing (PG&E IT) • Conduct Performance testing (PG&E IT) Deliverables <ul style="list-style-type: none"> • Testing strategy including environment strategy • Test cases and test scripts • Defect management strategy • Project Plan for testing • Test Plan for QA and UAT • System test scripts • User acceptance test scripts • Testing results

5.5 Task 5: Deployment

PwC Responsibility	PG&E Responsibility
Tasks <ul style="list-style-type: none"> • Prepare the deployment plan including dependencies • Prepare the packages for deployment from one environment to another environment • Coordinate with PG&E deployment for QA, UAT and Production • Provide components required to deploy from one environment into another environment via Configuration Workbook: Dev to QA, QA to UAT and UAT to Prod • Complete test coverage for PwC written code • Provide the manual pre-deploy and post-deploy steps • Plan & execute deactivation of existing platform Deliverables <ul style="list-style-type: none"> • Deployment plan • Deployment of artifacts to different instances of Salesforce, including production. • Configuration workbook • Deployment packages (assumption is that change sets shall be used for SFDC Deployment) • Test classes 	Tasks <ul style="list-style-type: none"> • Provide support to PwC for conducting deployment from one Salesforce environment to another • Ensure PG&E deployment guidelines are followed. • Smoke and functional testing post deployment before signoff Deliverables <ul style="list-style-type: none"> • Deployment plan sign off

Knowledge Transfer and PG&E IT Resource Utilization

Knowledge Transfer shall occur per a mutually agreed upon plan between PG&E and in accordance with the project schedule. This plan shall identify the PG&E resource (1 Full Time Employee) who shall participate in the knowledge transfer plan.

- PG&E shall seek and PwC shall support, throughout the project, to transfer knowledge to the PG&E resources. Additionally, knowledge transfer shall occur more formally during the transition from testing to deployment and during post go live support.
- PG&E shall identify transition owners for project deliverables prior to the formal knowledge transfer. The complete participation of the planned PG&E resources shall be critical to the knowledge transfer completion.
- The transition owners shall participate in deliverable walk-throughs with PwC and conduct peer reviews and shall be responsible for signing off the deliverables.
- Currently, the following IT EE Operations resources are assumed to be allocated to the project:

<ul style="list-style-type: none"> • Pramod Upadhyia (Business Architect) • Emerson Yap (EI Product Owner) 	<ul style="list-style-type: none"> • Shanzay Sheikh (Business Lead) • TBD Salesforce Admin
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Environment Setup and Coordination

PwC shall be responsible for setup, coordination, and deployments to the environments made available by PG&E during the project phases associated with this Statement of Work. PG&E shall provide an environment with critical object structure and data needed to complete the project implementation effort and testing. PG&E shall provide guidelines on deployment and testing policies, including environment definitions weeks prior to deployment activities starting.

Deliverable Acceptance

PwC shall request in writing the acceptance of each deliverable/milestone.

Deliverables referenced in this Statement of Work shall be developed by PwC and PG&E during the design, build, test, final prep, go live, and stabilization phases according to the ownership referred to in the "Tasks & Deliverables" section. The PwC and PG&E project core team shall have reviewed and agreed to the deliverables by the defined completion date. PG&E shall review deliverables and provide formal written feedback within 5 business days of original deliverable. Client may reject deliverables that are not materially in conformity with the applicable written description as set forth in this Statement of Work. Sign-off for acceptance is the responsibility of Margaret Murphy or her designee. Absent comments from PG&E, deliverables shall be deemed "Accepted" as defined below after 5 business days from delivery.

Acceptance levels are defined as follows:

- Accepted - Deliverable is accepted with no further action to be taken.
- Accepted with Conditions - Deliverable is contractually accepted with minor corrections to be made by PwC.
- Rejected - Deliverable is rejected with specific feedback and reasonable detail to correct the deliverable for acceptance.

In the case of a deliverable that is "Accepted with Conditions", PwC and PG&E shall mutually agree to the corrections to be made and timeframe to correct the deliverable. PwC shall commit to address these conditions based on the agreed timeframe. Milestone payments shall be processed for Deliverables Accepted with Conditions. Revisions to a rejected deliverable shall be made in a timely manner and re-submitted for approval. Subsequent review(s) shall be provided two (2) business days to review and approve.

Delays in the deliverable review and approval cycle timeframe may have an impact on the project timeline and fees and shall be subject to contract change control, including execution of a contract change order.

PwC shall provide weekly project status reports providing status against deliverables, risks and issues identified, and budget status.

The party who is accountable is ultimately responsible for the correct and thorough completion of the deliverable or task. They provide input and insight on content and approve the deliverable.

6.0 PG&E ROLE & RESPONSIBILITIES

The project is organized as a collaborative effort between PG&E and PwC. General Guidelines about areas of responsibility are outlined below.

PG&E shall be responsible for following key tasks:

Roles	Tasks
Business Analysis / Techno-Functional Analysis	<ul style="list-style-type: none"> • Validate the updated NRD Lead and Opportunity processes in Lightning • Outline template for dynamic sections and smart clauses and creating a clause library. • Data migration of additional records, contracts needed to support process, audit and reporting requirements (after initial migration). • Creation of additional reports required to support reporting requirements.
Change Management	Change management and training activities related to implementation of the project.
Data and Security Analyst	PG&E will validate profile, roles and other security settings.
Deployment Team	<p>Provide support to PwC for conducting deployment from one Salesforce environment to another.</p> <p>Ensure PG&E deployment guidelines are followed.</p> <p>Deployment plan sign off.</p>
Project Manager	Tracks whether project adheres to PG&E internal process and updating PM Systems within PG&E.
QA and UAT Testers	Validates whether implemented functionality aligns with requirements provided by business.

Additionally, PG&E shall be responsible for the following:

- Identify relevant business stakeholders and decision makers for solution design and confirmation in accordance with an agreed upon timeline.
- Purchase the necessary licenses for Salesforce and Conga as needed by PwC to support the development effort.
- Provide a dedicated Salesforce sandbox copied from the Energy Insight environment for development and testing with the required set of data based on PwC inputs.
- Quality Assurance and User Acceptance Testing and coordination with testing resources.
- Configuration or customization of eSignLive artifacts outside of Salesforce.
- Regression testing of the NRD Sales process in Lightning against existing functionality (i.e. BES and LCE Sales user profiles).
- Updates to existing Salesforce Energy Insight reports that are required as a result of implementing CLM and NRD processes.

- Provide legacy contracts (not exceeding 9000 and 10 product lines) and populated template with contract header data in a timely manner.
- Provide PwC with relevant contract header data (extract and transform activities) in a template provided by PwC. PG&E shall provide existing contracts as files to upload/attach to Salesforce contract records. The header data will be in a CSV file and the contracts will be in PDF or word documents. PwC will attach the contracts to customer accounts/opportunity in Salesforce.
- Improving data quality of existing data and converting data prior to PwC-owned data loading to Salesforce.
- Take ownership of contract template creation and update tasks from PwC by go-live and any templates beyond the 30 templates managed by PwC (i.e. updates to dynamic sections, clause libraries).
- Ownership of contract terms and clause library consolidation.
- Confirm that the adequate document storage exists on Salesforce for current and future contracts with inputs from PwC.
- Updates to existing reports and dashboards impacted due to change in Sales process.
- Designation of a project sponsor who shall be available for questions and reviews in person or via telephone. The sponsor shall accept deliverables and authorize change orders, if applicable.
- Provide a working environment for up to four (4) PwC staff members for use during onsite work. This includes, but is not limited to, building and facility access, office space, and network connectivity to the Client network, subject to PG&E security provisions. Network access only required initially for onsite team of two (2) members.
- Confirmation of encryption and security requirements for all fields and functionality provided by Conga CLM and new fields and functionality required to enable NRD.
- Alignment with regulatory and data retention policy requirements with respect to contracts.
- Provide a qualified representative to be trained on Conga CLM, who will be capable of using the declarative tools to make updates to contract variables and merging features. This may involve training on Salesforce end-user functionality (such as Reports), basic administrative features, as well as with advanced Microsoft Word and Excel mail merge features.

PG&E agrees to provide PwC resources with timely, accurate, complete information to the extent available, and reasonable assistance. In the event the Assumptions materially change during the project, there may be an impact to the scope, schedule or duration of the Services that could result in PwC requesting a change order or amendment for additional work and cost. In the event PwC finds that issues are arising with assumptions or scope, it shall notify PG&E leadership in sufficient time for PG&E to take action to correct such issues where possible.

PG&E is responsible for management functions and decisions related to acceptance of the Services, including evaluating and accepting the adequacy of the scope of the Services in addressing PG&E's needs. PG&E is also responsible for the results achieved from using the Services or deliverables. PG&E shall designate a qualified member of its management to oversee the Services. It is PG&E's responsibility to establish and maintain its internal controls.

7.0 PROJECT ASSUMPTIONS & DEPENDENCIES

The Services and delivery schedule for this project are based upon the assumptions, representations or information supplied by PG&E set forth below ("Assumptions"). In the event these assumptions materially change during the project, there may be an impact to the scope, schedule or duration of the Services that PwC shall request through a change order or amendment. Modifications/additions to requirement that trigger changes to the scope specified in shall require a change order. Change order, additional work, expense or cost shall not be authorized without the prior written approval of PG&E and PwC.

- PG&E and PwC Project Managers shall conduct weekly status meetings to identify, assess and resolve project issues that may arise.
- PG&E understands that contract standardization, and reducing variability, will be important to enabling automation and efficiency, as well as reducing long term maintenance and complexity of the application.
- PwC shall implement the existing NRD process in EI instance of Salesforce.
- No customer facing interfaces (webpages, portals, APIs) are in scope for current implementation.
- PwC will configure the eSignLive Salesforce connector and will rely on eSignLive product support team to assist with product issues/limitations. Also, eSignLive product team will validate that best practices are followed and the architecture is scalable. PG&E will validate and confirm overall solution.
- PwC has not performed a formal product evaluation of the eSignLive. PwC assumes that the standard functionality provided by this product will meet PG&E's requirements and that custom coding will not be required except as agreed to by both parties in accordance with the project schedule and resources.
- PwC shall perform data migration for Salesforce records impacted by the current implementation (unless stated otherwise) that are active and inactive (records can be prioritized for migration in case of space limitations, business value), and shall migrate contracts as attachments and upload contract header data (i.e. account name, start date, end date, TCV, revenue) to Salesforce.
- PwC shall prioritize the use of Salesforce Out-of-Box (OOB) capabilities as much as possible using Industry driven leading practices to fulfill the business requirements. Estimates provided are based on using standard features in Salesforce with minimal customization.
- PwC shall prioritize current out-of-box functionality provided by Conga CLM and eSignLive and develop customizations by exception with appropriate communication and approvals by PG&E.
- In addition to the migrated reports, PwC shall create basic reports if needed for Leads, Opportunity and Contracts. Not exceeding more than 10 reports per object.
- PwC shall configure up to 30 contract templates across the identified Contract Types: MSA, Contracts. This will include the complex and critical templates. PwC will assist PG&E in configuring remaining templates necessary for go live.
- Language setup shall be limited to NA English for this phase.
- Three days of post-production support / hyper care shall be provided by PwC as part of the current agreement.
- Anything not mentioned in scope is out of scope.

8.0 PERFORMANCE CRITERIA

System Performance & Go-Live

The completion of the 'ready for deployment' milestone shall be the code being moved into the production environment per the mutually agreed to work plan and the final acceptance of the deliverables for that milestone.

In the event of a delay from the planned March 29, 2019 go live date, the party which is responsible for the delay (based on a mutual agreement between PG&E and PwC) shall cover appropriate costs associated with that delay. If PwC causes the delay due to tasks directly within its control, the delay shall be covered by PwC for PwC resources. If PG&E decides not to go live due to operational concerns such as impacts of other efforts and/or not achieving readiness due to tasks that it was responsible for, a change order may

occur. PG&E shall pay PwC to keep the appropriate team in place, subject to PG&E security and employment requirements, to support the revised cutover plan and also be responsible for PG&E costs.

9.0 FEES & INVOICES

The total amount invoiced by Consultant, inclusive of all expenses and administrative costs, shall not exceed Four Hundred Thirty Thousand Dollars (\$430,000.00).

Hourly Rates for Program Implementer:

Not Applicable - MSA #4400011341

Fee Breakdown and Payment Milestone

Description / Completion Criteria	Estimated Completion Date	Fee Payment Amount
Assessment: CLM process and NRD and Build Initiation	12/31/2018	\$103,000
Implementation: CLM and NRD Process development complete and sign-off on demo	02/05/2019	\$100,000
Testing: QA Completion and sign-off on testing	02/19/2019	\$100,000
Implementation: CLM process and NRD	03/29/2019	\$127,000
	Total	\$430,000

PwC's professional fee for the scope of work described above is \$430,000 exclusive of project expenses. A separate expense budget is not currently required with the critical assumption that the contract is finalized and executed between PG&E and PwC no later than December 31st 2018 in order for PwC to commit a local on shore staff, and that other assumptions which are material to the timeline provided herein are met. In the event of a change to the current timeline, expenses not to exceed 4% of the project fees.

PG&E shall compensate based on a Fixed Fee basis, not to exceed milestone amounts stated in the Payment Milestone table above. PwC has agreed to a milestone-based payment arrangement, whereby payments will be invoiced upon the estimated completion dates referenced in the above milestone schedule, unless work is completed later.

Successful completion of the Activities and Deliverables is contingent upon PG&E's performance of its responsibilities as set forth in this Statement of Work and the accuracy of the assumptions provided. A scope change shall be needed if it impacts resource requirements, critical delivery dates, or milestones or if (i) PG&E fails to meet its obligations and responsibilities set forth in this Statement of Work or (ii) the assumptions are not accurate, and as a result PwC's ability to perform its obligations in accordance with this Statement of Work or the MSA is adversely impacted. Both parties (PG&E and PwC) shall be responsible to make reasonable efforts for identifying potential material change as part of the weekly project management process defined within this document.

Timelines and milestone dates shall be adjusted in accordance with the Change Order process in the Agreement and additional Services required as a result shall be billed to and paid for by PG&E under a resulting Change Order.

In the event that PG&E requests an early ramp down of PwC resources (full or partial), or a suspension of work with anticipation of continuation starting on a future date, PG&E and PwC shall work in good faith to develop a Change Order that allows PwC to finalize in-flight deliverables, and/or or provide knowledge transfer of partially completed deliverables to PG&E. The change order shall be reflective of PwC costs associated with the ramp down and completion of deliverables based on a time and materials calculation.

In the event that PG&E requests an immediate work stoppage for reasons not caused by PwC, PG&E shall be responsible for payment based on a time and materials calculation of their costs incurred by PwC through the date on which PG&E formally requests a stoppage.

Invoices are due and payable per the terms of the Master Agreement.

This engagement is structured on a Fixed Fee basis. Additional work outside of the scope outlined within this Statement of Work shall be performed at mutually agreed upon rates, via the standard Change Order Process which shall not be authorized without the prior written approval of PG&E and PwC.

Any material changes to this Statement of Work require written approval from PG&E in an associated Change Order.